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Supreme Court, U.S.
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In The

Supreme Court of the United States

Louis L. Ligon III
Petitioner

v.

Larry G. Bartis
Respondent

On Petition For Writ Of Certiorari
To The Georgia Court Of Appeals

PETITION FOR WRIT OF CERTIORARI

Louis L. Ligon III, Pro Se
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Duluth, Georgia 30096

112 pp

QUESTIONS PRESENTED

The landmark United States Supreme Court case of *Hale v. Henkel, 201 U.S. 43 at 89 (1906)* determined that *all citizens of these United States* legal rights are such as exists by the Law of the Land (Common Law) long antecedent to the organization of the State, and can only be taken away by Due Process of Law, and in accordance with the Constitution of the United States.

After affording all citizens of these United States Due Process protection for over 96 years in thousands of Courts across this land, the Georgia Court of Appeals has in essence overturned the inherent Constitutional protection afforded every United States citizen by the almost decade old ruling of, *Hale v. Henkel,* and has stripped a natural born United States citizen of his right to contract with another party and his most sacred legal right of all, the very fabric that binds our legal process together, a Jury Trial of his Peers.

1. The first issue presented herein is whether the Georgia Court of Appeals and the Georgia State Judicial System has the authority and judicial powers to overturn a United States citizen's right to contract with another party, as guaranteed by the Fourteenth Amendment and Article I, Section 10 of the United States Constitution, and overturn and change the terms of a legally binding contract ?

QUESTIONS PRESENTED

2. The second issue presented herein is whether the Georgia Court of Appeals and the Georgia State Judicial System, by denying Petitioner an impartial forum of a Jury Trial of his Peers, constitutes a deprivation of Due Process of Law, prohibited by the Fifth and Fourteenth Amendments to the United States Constitution ?

3. The third issue presented herein is whether the Georgia Court of Appeals and the Georgia State Judicial System, by denying Petitioner an impartial forum of a Jury Trial of his Peers, constitutes a deprivation of the Seventh Amendment to the United States Constitution ?

LIST OF NAMED PARTIES

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PETITION FOR WRIT OF CERTIORARI

Petitioner, Louis L. Ligon III, respectfully prays that a writ of certiorari issue to review the judgment and opinion of the Georgia Court of Appeals, entered in the above proceeding on February 19th, 2002.

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REPORTS OF OPINIONS

The opinion of the Georgia Court of Appeals of Feb. 19th, 2002 is not published. It is reprinted as ***Appendix A*** to this Petition at ***appendix pages 5 to 8.*** The unreported order denying the petition for reconsideration is reprinted as ***Appendix B*** at ***appendix page 9***. The unreported order of the Georgia Supreme Court denying review is reprinted as ***Appendix G*** at ***appendix page 15***. The unreported order denying reconsideration is reprinted as ***Appendix H*** at ***appendix page 16***. The Court transcript of the Georgia Court of Appeals Oral Argument hearing of November 6th, 2001 is reprinted as ***Appendix U*** at ***appendix pages 58 to 69***. The unreported orders of the Gwinnett County State Court are reprinted as ***Appendices C through F*** at ***appendix pages 10 to 14*** and ***Appendix O*** at ***appendix page 27.***

Furthermore, the previous ruling by the Georgia Court of Appeals, **(*243 Ga. App. 328*)** as incorporated into this Petition, is reprinted as ***Appendix I*** at ***appendix pages 17 to 20.*** The previous order denying reconsideration is reprinted as ***Appendix J*** at ***appendix page 21.*** The previous order of the Georgia Supreme Court denying review is reprinted as ***Appendix M*** at ***appendix page 25.*** The previous order denying reconsideration is reprinted as ***Appendix N*** at ***appendix page 26.***

REPORTS OF OPINIONS

The previous orders of the Gwinnett County State Court are reprinted as ***Appendix K*** at ***appendix pages 22 to 23*** and ***Appendix L*** at ***appendix page 24.***

The Motion for Contempt Hearing of August 25th, 1999 in the Gwinnett County State Court is reprinted as ***Appendix T*** at ***appendix pages 49 to 57.***

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STATEMENT OF JURISDICTION

Petitioner has exhausted all jurisdictions of the State Civil Courts of Georgia. The judgement of the Georgia Court of Appeals was rendered on Feb. 19th, 2002. A petition for rehearing was timely filed and denied on March 8th, 2002. . A petition for review by the Georgia Supreme Court was timely filed and denied on June 10th, 2002. A petition for rehearing was timely filed and denied on July 26th, 2002.

Therefore, jurisdiction of this Court is invoked pursuant to 28 U.S.C. & 1257(a) and the Honorable Supreme Court of the United States is the proper jurisdiction in which to timely file a Petition for Writ of Certiorari to the Georgia Court of Appeals.

CONSTITUTIONAL AND STATUTORY PROVISIONS

1. The ***Fourteenth Amendment*** and ***Article I, Section 10*** of the ***United States Constitution*** provides, in relevant part: "*Any contract within the letter of the Constitution, and also within the spirit of the Constitution, the obligation of which cannot be impaired without violating the Constitution of the United States.*"

2. The ***Fifth Amendment*** to the ***United States Constitution*** provides, in relevant part: "*No person shall....be deprived of life, liberty, or property, without Due Process of Law....*"

3. The ***Fourteenth Amendment*** to the ***United States Constitution*** provides, in relevant part: "*No **State** shall make or enforce any law which shall abridge the privileges or immunities of citizen's of the United States; nor shall any **State** ....deprive any person of life, liberty, or property, without Due Process of Law....*"

CONSTITUTIONAL AND STATUTORY PROVISIONS

4. The ***Georgia State Constitution, Article I, Section I, Paragraph XI***, provides, in relevant part: "*The right to trial by jury shall remain **inviolate**....*"

5. The ***Seventh Amendment*** to the ***United States Constitution*** provides, in relevant part: "*In suits at Common Law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved....*"

6. The ***Georgia State Constitution, Article I, Paragraph V***, provides, in relevant part: "*Acts in violation of this Constitution or the Constitution of the United States are void, and the Judiciary shall so declare them.*"

7. "*A citizen's legal rights are such as existed by the Law of the Land (Common Law) long antecedent to the organization of the **State**, and can only be taken away by Due Process of Law, and in accordance with the Constitution of the United States.*"
Hale v. Henkel, 201 U.S. 43 at 89 (1906)

STATEMENT OF THE CASE

This personal injury case arose as a result of a motor vehicle accident which occurred on February 27th, 1996. Petitioner, Louis L. Ligon III, was lawfully stopped to make a left turn with blinker on when Petitioner was violently and wrecklessly struck from behind by defendant, Larry G. Bartis. Liability was undisputed by the defense counsel. A direct result of the gross negligence and careless actions of the defendant.

The resulting impact caused severe long term disabling injuries to the Petitioner. Attached hereto and incorporated herein as if fully reproduced is an **Affidavit of Medical Records and Treating Physicians** as filed into the Court record, documenting the severity of Petitioner's injuries, marked as (*Appendix R*). Also attached hereto and incorporated herein is an **Affidavit of Cost of Medical Care** as filed into the Court record, further documenting the severity of Petitioner's injuries, marked as *(Appendix S)*. Petitioner's aggregate costs incurred and medical bills currently total in excess of $70,000.00. Approved for Social Security total disability benefits by Judicial Law Judge and Vocational Expert review panel within 13 months of the accident. However, some 300+ pages of documented medical records, exams and tests have never been seen for review because of the actions of the Georgia Court of Appeals and the Georgia State Judicial System.

The Georgia Court of Appeals has denied and

stripped away Petitioner's inherent Constitutional legal rights to Due Process, Equal Protection under the Law and a citizen's most sacred legal right as protected under the Georgia Constitution and the Constitution of the United States to a *Jury Trial of my Peers* in which to submit the complete facts, medical records, expert witnesses, expert testimony, depositions of witnesses and the complete merits of this personal injury litigation so as to obtain an impartial *Jury Verdict* to adjudicate all named parties.

These actions by the Georgia Court of Appeals directly violates and denies Petitioner of his inherent Constitutional legal rights as protected under the 5th, 7th and 14th Amendment of the Constitution of the United States.

Instead of a Jury Trial of my Peers, as was demanded in writing even in the initial complaint filed into and accepted by the Gwinnett State Civil Court, and in *every* Court filing henceforth, Petitioner has even been threatened with incarceration in an attempt to force Petitioner to involuntarily relinquish his Constitutional rights to Due Process and a Jury Trial by 12 of his Peers. (*see Appendix T*).

Petitioner has also been threatened with monetary sanctions in an attempt to force Petitioner to relinquish his Constitutional rights to Due Process and a Jury Trial of his Peers as duly recorded in Petitioner's Oral Argument Hearing of November 6th, 2001 before the Georgia Court of Appeals. (*see Appendix U*).

On or about December 23, 1998, Petitioner's former attorney's, James N. Farris and William I. Aynes,

fraudulently and without the knowledge, consent or authorization from Petitioner, attempted to settle personal injury claim, Civil Action File No. 97-C-69901, Gwinnett County Civil Court, State of Georgia.

On January 25th, 1999, after just learning of the fraudulent settlement actions, Petitioner immediately terminated James N. Farris and William I. Aynes representation for failure to follow specific directions and instructions and for fraud.

The Petitioner's attorney employment contract stated with precise and definitive terminology that "**attorney will not settle without the client's consent**." The Georgia Court of Appeals has ruled that an attorney practicing in the state of Georgia has "apparent plenary powers" to settle a client's litigation **without** the knowledge, authorization, consent, or signature of the client, with complete and total disregard for all contract law governing the employment agreement. The residents of Georgia are totally unaware of the fact that the instant they sign an attorney employment contract, they unknowingly and without proper disclosure or consent have apparently relinquished all agency powers to their attorney, who then can settle a client's litigation without their knowledge, consent, authorization or signature. The residents of Georgia have no recourse under their State Laws to protect their inherent Constitutional right to **Due Process, Equal Protection under the Law** and their most sacred right of all, a **Jury Trial of their Peers**.

The terminology used in the attorney employment contract is "**ambiguous**" and misleading and is a

detriment to all citizens of Georgia. Petitioner, and many other residents of Georgia, have been victimized by this blatent violation of their Constitutional right to Due Process and Equal Protection under the Law.

These fraudulent settlement actions leave Petitioner in dire financial straits, as a single father of two sons, still disabled and unable to be gainfully employed, as a direct result of the injuries sustained in the not at fault motor vehicle accident of February 27th, 1996. The alledged settlement amount is not even a sufficient amount to pay for Petitioner's unpaid bills.

In fact, this fraudulent settlement that is being forced upon me, leaves in excess of over $20,000.00 in incurred costs and unpaid medical bills as a direct result of injuries sustained in the not at fault automobile wreck, not to mention future medical bills and the fact that I have suffered with **chronic daily pain** for almost eight years.

Yet, James N. Farris and William I. Aynes, Petitioner's former counsel, attempt to walk away with $7600.00 in fraudulent contingency legal fees after attempting to settle Petitioner's litigation without the knowledge, consent, authority or signature of Petitioner.

Of great importance is the fact that the liability of the defendant, Larry G. Bartis, is undisputed by Lee Welborn, defense attorney and agent for Auto-Owners Insurance Company. Also of great importance is the fact that the defendant was insured for $1,000,000.00 **(one million dollars)** of liability coverage at the time of the accident.

The residents of Georgia would be in **disbelief** and **recoil in horror,** if they were told that an attorney they hire, can at will settle and dispose of their case, without their knowledge, authority, consent, or signature with no recourse in the state laws to remedy such a terrible situation.

In this great land of freedom and opportunity, everyone is supposed to be entitled to Due Process and Equal Protection under the Law, free from Peonage and Involuntary Servitude as guaranteed by the Constitution of the United States. Yet, because of the continued violation of the Petitioner's inherent *Constitutional Rights,* Petitioner is left devastated in dire financial ruin, still undergoing painful medical treatments and spinal injections, with no recourse in the Georgia state law to remedy this situation.

Petitioner was deprived of his inherent United States Constitutional legal rights to **Due Process** and **Equal Protection under the Law** by the Georgia Court of Appeals. These actions are a direct violation of law as protected under Amendments 5 and 14. Also, Petitioner was deprived of a fair and impartial *Jury Trial* so as to submit the complete facts, medical records, expert witnesses, expert testimony, depositions of witnesses and the complete merits of this personal injury litigation so as to obtain an impartial jury verdict to fairly adjudicate all named parties, a violation of Constitutional Amendment 7.

Of **extreme importance** to the residents of the state of Georgia, the Petition must be granted to **protect the rights** of all Georgians who hire an attorney to litigate

their legal claims of action. Otherwise, the residents of Georgia will continue to hire attorneys in this state, unaware that the very instant they put their signature on the attorney employment contract, they unknowingly have relinquished all agency powers to the attorney, who then at a whim can settle their client's claims without the knowledge, consent, authority, or signature of the client. This is an unlawful and undisclosed violation of the Constitutional and Statutory legal rights of every resident of Georgia, as protected by the Constitution of the United States. This must be remedied at once by the issuance of the Writ of Certiorari to the Georgia Court of Appeals **to protect the legal rights of all residents of the state of Georgia.**

Denying Petitioner an impartial forum so as to submit the complete facts, medical records, expert witnesses, expert testimony, depositions of witnesses and the complete merits of this personal injury case so as to obtain an unbiased and impartial Jury verdict is a deprivation of Due Process and a deprivation of a United States citizens' most sacred legal right of all, a Jury Trial of his Peers.

REASONS FOR GRANTING THE PETITION

In the Appeals case of Ligon v. Bartis, case No. A00A0844 (243 Ga. App. 328) docketed into the Georgia Court of Appeals on December 8th, 1999 and incorporated into the Appeals case of Ligon v. Bartis, case No. A01A2417 (unpublished) docketed into the Appeals Court on July 31st, 2001, the Georgia Court of Appeals has ruled that an attorney hired in this state has hidden and undisclosed "apparent plenary powers" and the attorney can settle their client's litigation **without the client's consent, authorization, knowledge or signature**. These hidden "apparent plenary powers" are never disclosed either verbally or in writing by the attorney to their client.

The Georgia Court of Appeals has also overturned and totally disregarded the specific terms of the legally binding attorney employment contract. Petitioners attorney employment contract in precise and unambiguous terminology specifically stated in writing, "**attorney will not settle without client's consent.**" For the Georgia Court of Appeals to ignore and overturn the specific terms of the legally binding attorney employment contract is a direct violation of Petitioner's Constitutional legal right to enter into said contract with another party, a direct violation of *Article I, Section 10 of the Constitution of the United States.* (*See Appendix O, appendix page 27*).

The Georgia Court of Appeals has relied on the case law of *City of Atlanta v. Black, 265 Ga. 425 & 427, 457*

SE2d 551 (1995) and *Brumbelow v. Northern Propane Gas Co. 251 Ga. 674 & 676, 308 SE2d 544 (1983)* in stating that petitioner's previous attorneys had "apparent plenary powers" to settle Petitioner's personal injury case without Petitioner's knowledge, consent or authority. This case law directly violates Petitioner's inherent rights as protected under *Amendments, 5, 7 and 14* of the *Constitution of the United States.*

The main case law relied upon by the Georgia Court of Appeals for it's rule of "apparent plenary powers " actually involved the special equity of detrimental reliance by the other party. *General Communications Svc. v. Ga. Public Svc. Comm., 244 Ga. 855, 262 S.E. 2d 96, Stone Mountain, etc., Association v. Smith, 170 Ga. 515, 153 S.E. 209.*

Other cited authorities were *Glazer v. J. C. Bradford & Co., 616 F.2d. 167,* where the party asked his lawyer to settle and placed no limitations on his authority, and *Davis v. Davis, 245 Ga. 233, 264 S.E. 2d 177.* In *Glazer,* the federal court also relied upon *Davis v. Davis, supra,* which relied upon *Sheperd v. Carlton's Nice Cars, 149 Ga. App. 749, 256 S.E. 2d 113. Sheperd* based its broad "apparent authority" statement upon *Dean v. Jackson, 219 Ga. 552, 134 S.E. 2d 601,* which really involved only a stipulation as to the "management and direction of the client's case", authorized by *OCGA & 15-19-5.* (See *Davis v. First National Bank, 139 Ga. 702, 706, 710; 78 S.E. 190).*

The statute concerning attorney's authority to bind client, *OCGA & 15-19-5,* historically refers to the "conduct and management of the case", and does not

imply authority to dispose of a claim or defense in spite of client's instructions. Furthermore, the cases cited, *City of Atlanta v. Black, 457 SE2d 551 and Brumbelow v. Northern Propane Gas Co., 308 SE2d 544,* holding that the attorney's authority is plenary unless any restrictions are communicated to the opposing party, involved agreements that had "gone to judgment" which could be set aside only for fraud of the opponent. *Reece v. McCormack, 188 Ga. 665, 4 S.E. 2d 575, Elliot v. Elliot, 184 Ga. 417, 191 S.E. 465.* But see *Davis v. First National Bank, supra, 139 Ga. pp. 710-711, 78 S.E. 190; 7A C.J.S. 214, p. 370; 7 AmJur2d & 158.*

"Due process requires a statute to be sufficiently clear so as not to cause persons of reasonable common intelligence necessarily to guess at it's meaning and to differ as to its application." *U.S. v. Makowski, 120 F3d 1078 (9th Cir. 1997).*

The Georgia Court of Appeals further holds that even if the client in their attorney employment contract states specifically in writing that the attorney cannot settle without their authority and signature of approval, he still can do so because the opposing party thinks he can. In example, is the case of *Vandiver v. McFarland, 179 Ga. App. 411, 346 SE2d & 855* in which the attorney was required specifically in his legally binding attorney employment contract to obtain the Vandiver's written signature to authorize any settlement, but the attorney settled their litigation without their consent, knowledge or required signature regardless. Upon appeal, the Georgia Court of Appeals stated that the attorney still had hidden "apparent plenary powers" to settle the case because

the attorney did not tell the opposing attorney that he was contractually obligated to obtain his client's signature authorizing any settlement and that the undisclosed settlement was binding on the Vandivers, leaving them in financial ruins.

A second sickening example of the stripping away of the good citizens of Georgia's Constitutional rights to Due Process is the case of *Pembroke State Bank v. Warnell, 218 Ga. App. 98, 461 SE2d 231* in which initially the Georgia Court of Appeals ruled that the attorney could **not** settle their client's litigation without the authorization of the client. However, the Georgia Supreme Court, upon granting of a Petition for Certiorari, then ruled that the attorney could settle their client's claim **without authority or consent** of the client, once again stripping away a citizen's legal right to Due Process by the Georgia Judicial System. See *Pembroke State Bank v. Warnell, 266 Ga. 819, 471 SE2d 187.* The attorney was then allowed to walk away with $300,000.00 in legal fees after fraudulently settling his client's litigation without their consent.

The Georgia Supreme Court's ruling clearly violates all Georgia citizens legal rights as protected under all known contract law as well as their inherent legal right to Due Process and Equal Protection as protected under the Georgia State Constitution and the United States Constitution.

"The Constitution of the United States is concerned with and extends its protection to contracts, where the parties have a vested interest. Any contract within the letter of the Constitution, and also, within the spirit of the Constitution, the obligation of which

cannot be impaired without violating the Constitution of the United States."

"The Constitution of the United States has imposed this additional limitation, that the legislature of a **State** shall pass **no Law impairing the obligation of contracts**." *Dartmouth College v. Woodward, 17 U.S. 518 (1819), 14th Amendment of the Constitution of the United States.*

Petitioner has been denied his inherent United States Constitutional legal right to Equal Protection under the Law. "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. **No State** shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall **any State** deprive any person of life, liberty, or property, without Due Process of Law; nor deny to any person within its jurisdiction the Equal Protection of the Laws." *United States Constitution. Article XIV, Section I.*

"The Equal Protection Clause is essentially a direction that all persons similarly situated in these United States should be treated alike." *Jacobs, Visonsi & Jacobs Co. v. City of Lawrence, KS, 927 F2d 1111 (10th Cir. 1991), City of Cleburne v. Cleburne Living Center, 473 U.S. 432, 87 LEd2d 313, 105 SCt 3249 (1985), Brown v. City of Oneonta, NY, 195 F3d 111 (2nd Cir. 1999).*

Petitioner has been denied his inherent Georgia State Constitutional legal right to Equal Protection

under the Law. "Protection to person and property is the paramount duty of government and shall be impartial and complete. No person shall be denied the Equal Protection of the Laws." *Georgia State Constitution. Article I, Bill of Rights, Section I, Paragraph II. Protection to Person and Property; Equal Protection.*

Petitioner has been denied his inherent United States Constitutional right to Due Process of Law. In relevant part: "No person shall....be deprived of life, liberty, or property, without due process of law...." *5th Amendment of the United States Constitution.*

The State of Georgia's Judicial System has denied and violated Petitioner's inherent Constitutional right to Due Process of Law. In relevant part: "No **State** shall....deprive any person of life, liberty, or property, without due process of law...." *14th Amendment of the United States Constitution.*

"Due process requires as a general matter the opportunity to be heard at a meaningful time and in a meaningful manner." "Citizens must be afforded due process before deprivation of life, liberty or property." *Anthony v. Interform Corp., 96 F3d 692 (3rd Cir. 1996), Matthews v. Eldridge, 424 U.S. 319, 333, 47 LEd2d 18, 96 SCt 892 (1976), Armstrong v. Monzo, 380 U.S. 545, 552, 14 LEd2d 62, 85 SCt 1187 (1965).*

"A primary purpose of the notice required by the Due Process Clause is to ensure that the opportunity for a hearing is meaningful." *City of West Covina v. Perkins, 119 SCt 678 (1999).*

The mere act of hiring an attorney does not imply to anyone that the attorney has authority to dispose of

his client's claim or defense. If the unaware citizens of the state of Georgia were told that it did and "that the attorney they hire can therefore dispose of their client's claims and defenses at will", they would recoil in disbelief and deny it could be so, but apparently it is so according to the Georgia State Judicial System.

None of the authorities cited nor any that were found, allowed that if there were no express restrictions the attorney had authority to settle. To the contrary, they all show it is unneccesary and redundant to require a client to place express restrictions on the attorney's authority because mere retention of an attorney does not give him authority to compromise his client's claims or defenses and that is why he does **not** have "apparent plenary powers."

In hiring an attorney, he is merely an agent of the client and is bestowed only with the authority the client voluntarily grants him. *Title 28 , U.S.C. 1654, Faretta v. California, 422 US 806.*

"An attorney, merely by virtue of his general retainer or employment, has no implied power to compromise and settle his client's claim..... Special authorization or subsequent ratification by client is essential before a compromise or settlement by an attorney will be binding on a client." *30 A.L.R. 2d 944,945, 7A C.J.S. & 214, 7 AmJur 2d & 173*

I bring to the courts attention the **Affadavit of Truth** and the **Affidavit of Louis Ligon**, filed into the record, in which I affirm the fact that James Farris, William Aynes, (petitioner's former counsel) and Lee Welborn, agent for Auto-Owners Insurance

Company, and the Georgia State Judicial System, violated petitioner's legal rights as protected under *Amendment 5, 7 & 14* of the Constitution of the United States. Attached hereto and incorporated herein as if fully reproduced is a true and correct copy of the "*Affidavit of Truth*" marked as *Appendix P.* Attached hereto and incorporated herein as if fully reproduced is a true and correct copy of "*Affidavit of Louis Ligon*" marked as *Appendix Q.*

James Farris and William Aynes, were sworn to the Oath and Canons of Judicial Ethics, as licensed attorneys, to protect the legal rights of their client. They failed in their fiduciary duties by attempting to perpetrate a fraud upon their client in order to make some quick greedy dishonest money at the expense of their client's inherent legal rights by settling without the consent, authorization, knowledge or signature of Petitioner. A violation of *Standards 1, 43, 44 and 45* of the *State Bar of Georgia Standards of Professional Conduct.* Also a violation of the *State of Georgia Bar Canons of Ethics, Canon 1,DR 1-102, Canon 6,DR 6-1-1 (3) and Canon 7,EC7-1.* However, as bizarre as it may seem, according to the rulings of the Georgia Court of Appeals and the Georgia Supreme Court, an attorney practicing in the state of Georgia has the hidden and undisclosed authority to settle his client's litigation without his client's consent or knowledge with total disregard for the specific terms of the attorney's employment contract.

Petitioner terminated James Farris and William Aynes' employment contract on January 25th, 1999 for biased, misleading, fraudulent legal representa-

tion. Therefore, the employment contract should be rescinded from it's inception for fraud.

"One must be diligent in discovering fraud and in announcing intent to rescind." To rescind a contract obtained by fraud one must be diligent in discovering fraud and upon discovery of fraud he must act at once and announce his purpose to rescind. *Manning v. Wills, 193 Ga. 82, 17 S.E 2nd 261 (1941).*

Under *DR7-102(A)(9) of the Rules and Regulations of the State Bar of Georgia* it is said: "In his representation of a client, a lawyer shall not.....institute, cause to be instituted, or settle a legal proceeding or claim without obtaining proper authorization from his client." It seems that this State Bar Rule implies that attorneys have **no such "apparent authority"** and have no right to presume others do.

The consensus of every State Bar's Rules and Regulations across these United States clearly shows that an attorney that you employ does not have the right nor the power by his mere employment to settle litigation without the client's, knowledge, consent and authorization. As examples:

The neighboring state of *Florida's State Bar "Statement of Client's Rights"*, as approved by the *Florida Supreme Court* in June 1986, states in *Rule 10* as follows: **The client must make the final decision to accept or reject a settlement."**

The neighboring state of *North Carolina's State Bar Rules and Regulations, Rule 1.2* clearly states **the attorney must obtain the consent of the client to settle litigation."**

The *State Bar of Ohio, Rules and Regulations, E-C 7-7, (Decision-Making Authority),* clearly states that **an attorney cannot settle litigation without the client's consent and authority.**

The *State Bar of Wisconsin, Rules and Regulations, SCR 20; 1.2, (Scope of Representation*), clearly states that **the attorney does not have the authority to settle a client's claims without the authorization and consent of the client.**

The clear consensus of the Courts across these United States also reiterates the fact that the attorney has no right nor power to settle a client's litigation without the knowledge, consent and authority of the client. **"The decision to settle litigation belongs to the client, not the lawyer."** *Malave v. Carney Hosp., 170 F3d 217 (1st Cir. 1999)*

An agreement by counsel to settle depends on the client's approval, and contract offers and acceptance are generally made on that basis. By holding otherwise , *Brumbelow vs. Northern Propane Gas Co., 308 SE2d, 544 and City of Atlanta v. Black, 457 SE2d 551* propagates further litigation. It puts the burden on client's to prove that their own attorney breached his trust and fiduciary duties, and not at the least it sacrifices the delicate relationship of trust between a client and lawyer—all merely to give the opponent a bonus in the form of a settlement he had no right to expect or receive in the first place.

There is a direct **conflict of interest** where an attorney has been retained on a contingency fee arrangement and yet at his will can dispose of the

clients claims and settle litigation without consent or authority from his client while collecting a fee upon settlement. The *Brumbelow v. Northern Propane Gas Co., 308 SE2d and City of Atlanta v. Black, 457 SE2d 551* rulings simply breeds and encourages corruption among a few dishonest attorneys, who are only after greedy fraudulent settlements with total disregard for their client's best interests , all the while hiding behind the **Color of Law** and making a **mockery** of the legal system.

As stated by one of the founding Father's of this great country, the Honorable Thomas Jefferson, 3rd President of the United States, 1743-1826, "Experience hath shown, that even under the best forms of [government] those entrusted with power have, in time, and by slow operation, perverted it into tyranny."

As stated by Montesquier De L'Espirit Des Lois, 1748, "There is no more cruel tyranny than that which is exercised under cover of law, and with the colors of justice." *U.S. v. Jannottie, 673 F2d 578, 614 (3rd Cir. 1982).*

The residents of Georgia, after having their inherent constitutional rights stripped from them by the Georgia Civil Courts, are then left with only the one sickening choice of having to be faced with the burden of attempting to sue their own unethical, dishonest attorney after having been totally victimized.

As in my case, as well as many other victims of the Georgia Courts unconstitutional ruling of "apparent plenary powers" of attorney , my attorneys did not

carry legal malpractice insurance coverage. Therefore, no legal malpractice attorney will take Petitioner's case on a contingency fee basis in order to attempt to correct the wrongs that have been perpetrated upon Petitioner by dishonest, unethical attorneys. Petitioner's only recourse is to attempt to retain an attorney and pay them **thousands of dollars in legal fees** to correct these wrongs. This is a **financial impossibility** as I have been left in dire financial straits after being totally disabled for almost eight years, unable to be gainfully employed due to my injuries, and trying to live with chronic pain daily and support two sons as a single father.

The attorney-client employment contract clearly states that the attorney will not settle without the client's knowledge, consent and authority. Yet, the State of Georgia Court of Appeals and Georgia Supreme Court has stated that an attorney can settle litigation without their client's knowledge, consent and authority, even when the alledged settlement is shown to be fraudulent, unless the client explicately in writing limits the scope of his attorneys authority and that is communicated to all opposing parties in writing by their own attorney. The residents of the state of Georgia are totally unaware of this fact when they trustingly hire an attorney to protect their legal best interests.

The attorney never explains this fact to their client, yet will readily show and explain to the client the totally misleading statement in their attorney-client contract stating that "the attorney will not settle with-

out the client's consent and authority." " Language susceptible of various interpretations to be taken in sense meant by parties at execution." *National Manufacture & Stores Corp. v. Dekle, 48 Ga. App. 515, 173 S.E. 408 (1934).*

The attorney-client contract law interpretation as used by the Georgia Judiciary is clearly defective and seriously flawed. The contract has very ambiguous and misleading terminology in stating "that attorney will not settle without client's consent", even though apparently in Georgia they can. The ambiguities in the contract may be defined as duplicity, indistinctness, and uncertainly of meaning or expression. *Tarbutton v. Duggan, 45 Ga. App. 31, 163 S. E. 298 (1932), McKee v. Cartledge, 79 Ga. App. 629, 54 S.e. 2d 665 (1949), Taylor v Estes, 85 Ga. App. 716, 70 S.E. 2d 82 (1952).*

"Ambiguous terms of contract are to be interpreted against party who drafted them." *C.A. May Marine Supply Co. v. Brunswick Corp., 557 F. 2d 1163 (1977).*

Petitioner had clearly understood intentions not to have the attorney settle litigation without authority and consent from client as was precisely and specifically stated in the employment contract. "Contracts must always be construed with reference to intention of parties at time contract entered." *McNaughton v. Stephens, 8 Ga. App. 545, 70 S.E. 61 (1911), and see Pidcock v. Nace, 15 Ga. App. 794, 84 SE 226 (1915), Central R.R. & Banking Co. v. Mayor of Macon, 43 Ga. 605 (1871), Asa G. Candler Candler, Inc. v. Georgia Theater Co., 148 Ga. 188, 96 S.E. 226, 1918 F L.R.A. 389*

"Where legal effect produced by words, and effect intended differ, true intention shall prevail." *White v. Hamilton Lumber Co. v. Foster, 157 Ga. 493,122 S.E. 29 (1924).*

Every person that hires an attorney in the state of Georgia, for readily apparent reasons, would automatically choose to limit their attorneys alledged "apparent plenary powers" in order to preserve their inherent Constitutional rights to due process and equal protection and preserve their right to choose when and if to settle any pending litigation or have a jury trial of their peers. Yet, the residents of Georgia continue to retain attorneys in this state, **totally unaware** that they have completely relinquished all their legal rights and control and given their attorney "plenary" powers to do whatever the attorney decides even if the actions are not in the client's legal best interests. This is clearly a defective and seriously flawed conflict of contract law and is a misleading contract fraud perpetuated on the **uninformed** and **unaware** residents of Georgia and endorsed by the Georgia Court of Appeals and the Georgia Supreme Court.

The general misconception is that any statute passed by Legislators bearing the appearance of Law constitutes the Law of the Land. The **United States Constitution** is the **Supreme Law of the Land**, and any statute, to be valid, must be in agreement. It is **impossible** for a Law which **violates** the **Constitution of the State** or the **United States** to be valid. This is succinctly stated

as follows:

"Legislative acts in violation of this Constitution or the Constitution of the United States are void, and the Judiciary shall so declare them." *Georgia State Constitution. Article I, Bill of Rights, Section I, Paragraph V. What Acts Void.*

"All Laws which are repugnant to the Constitution are null and void." *Marbury v. Madison, 5 U.S. (2 Cranch) 137,174,176 (1803).*

"Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them."
Miranda v. Arizona, 384 U.S. 436 p. 491.

"An unconstitutional act is not Law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed."
Norton v. Shelby County, 118 U.S. 425 p. 442.

"The general rule is that an unconstitutional statute, though having the form and name of Law, is in reality no Law, but is wholly void, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of decision so branding it."

"No one is bound to obey an **unconstitutional** Law and no Courts are bound to enforce it." *16 Am Jur 2d, Sec. 177, late 2d, Sec.256.*

Considering all that is lost in this situation , what would be the monumental burden of simply requiring attorneys practicing in Georgia to explain the attorney employment contract and fully disclose the

client's rights and choice to limit the attorney's hidden "apparent plenary powers." Also, the attorney should be required to obtain a written signature from their client confirming indeed that the client is agreeing and giving their attorney consent and authority to settle their case, thus impowering an attorney to only then create a meeting of the minds between all named parties. Without a **"meeting of the minds"** of all the named parties there can be no binding contract to settle or do otherwise, especially a contract entered into by a client's attorney against the client's will and legal rights.

Petitioner, as well as many other victims residing in Georgia, was deprived of his inherent Georgia State Constitutional and United States Constitutional legal right to a fair and impartial jury trial of his peers so as to submit the complete facts, medical records, expert witnesses, expert testimony, depositions of witnesses and the complete merits of this personal injury case so as to obtain an impartial jury verdict to adjudicate all named parties. It is extremely urgent and of the **utmost public importance** to grant petitioner's Writ of Certiorari to the Georgia Court of Appeals for the protection of all Georgia citizen's Constitutional right to a *Jury Trial of their Peers*. To rule otherwise, rips at the very fabric that binds our sacred legal process together in this great country by attempting to abridge, violate and strip away at the very core of every citizens of Georgia's inherent Constitutional legal right to an impartial **"Jury Trial of their Peers."**

The Georgia State Constitution states: "The right to trial by jury shall remain **inviolate**, except that the

Court shall render judgement without the verdict of a jury in all civil cases where no issuable defense is filed and where a jury is not demanded in writing by either party." *Georgia State Constitution. Article I, Bill of Rights, Section I, Paragraph XI. Right to Trial by Jury; Number of Jurors; Selection and Compensation of Jurors.*

Petitioner was denied his inherent United States Constitutional legal right to a Jury Trial of 12 of his Peers. "In suits at Common Law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by jury shall be otherwise re-examined in any Court of the United States, than according to the rules of Common Law." *United States Constitution. Article VII.*

As of **extreme importance** to the residents of the state of Georgia, the Petition must be granted to **protect the rights** of all Georgians who hire an attorney to protect their legal claims of action.

Otherwise, the residents of Georgia will continue to hire attorneys in this state, unaware that the instant they put their signature on the attorney employment contract, they unknowingly have relinquished all agency powers to the attorney, who then at a whim can settle their client's claims without the knowledge, consent or authority of the client. This is a seriously flawed, undisclosed violation of the Constitutional and statutory rights of every resident of Georgia, as protected by the Georgia State Constitution and the Constitution of the United States. This must be remedied by the issuance of the Writ of Certiorari to the Georgia Court of Appeals **to protect the legal rights of all residents of the state of Georgia.**

Petitioner hereby declares that as a natural born citizen of the United States of America, Petitioner's legal rights are such as existed by the Law of the Land (Common Law) long antecedent to the organization of the State, and can only be taken away from him by Due Process of Law, and in accordance with the Constitution of the United States.
Hale v. Henkel 201 U.S. 43 at 89 (1906).

If this Georgia Court of Appeals ruling is allowed to stand, then what other ***FREEDOMS*** that the good citizens of Georgia hold dear and take for granted under the protection of the United States Constitution can be changed with other erroneous "***backroom justice***" rulings such as this?

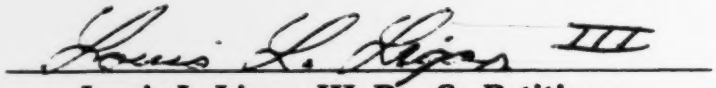
As stated by the late Honorable William O. Douglas, 1898-1980, United States Supreme Court Justice, "The Fifth Amendment is an old friend and a good friend. It is one of the great landmarks in man's struggle to be free and civilized."

CONCLUSION

WHEREFORE, I, Louis L. Ligon III, Pro Se Petitioner for the reasons stated herein, prays for a Writ of Certiorari, to issue to the Georgia Court of Appeals.

Dated: October 21st, 2002

RESPECTFULLY SUBMITTED
BY
VICTIM AND WITNESS,



Louis L. Ligon III, Pro Se Petitioner
3292-A Duluth Pines North
Duluth, Geogia 30096

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"APPENDIX (A)"

Fourth Division
Blackburn, P. J.,
Eldridge and Barnes, JJ.
February 19, 2002

In the Court of Appeals of Georgia

A01A2417. Ligon v. Bartis **JO-106**
JOHNSON, Presiding Judge.

This is the second appearance of this case before this Court. (*1) Louis Ligon filed a personal injury action against Larry Bartis after Bartis' car rear-ended Ligon's car. Ligon believed that his attorney settled the case **without his consent**, and refused to cooperate after the settlement agreement was reached. Bartis moved to enforce the settlement. The trial court granted Bartis' motion, but eventually vacated that order. Instead, the trial court entered judgment in favor of Ligon in the amount of $23,750.00, as set out in the settlement agreement. Ligon appealed, raising due process and constitutional challenges to the judgment. This court rejected Ligon's arguments because Ligon's attorney had apparent authority to settle the case, and because the constitutional arguments had not been preserved for review. (*2)

After this court affirmed the judgment in the case, Bartis paid the judgment amount into the court

registry. Ligon refused to accept the payment. On Bartis' motion, the trial court then entered a Final Order Authorizing Satisfaction of Judgment, so that court records would not show that Bartis had an unsatisfied judgment against him. Ligon filed this appeal from the final order, asking that we vacate the order, reverse the prior judgment, and **require a jury trial**.

1. Ligon raises 17 enumerations of error, nearly all of which relate to his claims as to how his federal and state constitutional rights were violated when the settlement was signed by the Gwinnett County State Judge and reduced to a consent judgment. He argues that the laws allowing settlements entered into by attorneys with apparent authority violate citizen's rights and that the laws need to be changed. He argues that his due process, property, jury trial, and equal protection rights were violated. He does not mention the prior appeal, in which he raised the same issues.

Although the "law of the case rule" has been statutorily abolished, a ruling by the Court of Appeals in a case is binding upon all subsequent actions in the same case, unless the evidence originally submitted was insufficient and the deficient evidence is later supplied. (*3) There has been no change in the evidentiary posture of this case. Accordingly, our earlier ruling is binding and Ligon is prohibited from relitigating his claims. (*4).

2. Bartis asks that we assess frivolous appeal penalties against Ligon for filing this appeal. Even

though nearly all of the issues raised here were decided in an earlier appeal, this appeal is from a subsequent order of the trial court. We decline to impose sanctions under the circumstances. However, **we inform Ligon** that the issues raised here and in the earlier appeal have now been reviewed, and **any attempts to appeal** to this Court for **further review may result in the imposition of sanctions**. (*5)

3. Ligon contends that the trial court entered the final order without regard to the fact that he had filed in the trial court a motion to stay proceedings based on his having filed a petition for writ of certiorari in the United States Supreme Court. He implies that the trial court erred, but does not support the enumeration with any argument or citation to authority, argument, or recitation of facts. this is not the type of meaningful argument contemplated by Court of appeals Rule 27 (c) (2). (*6). We are authorized to disregard or treat as abandonded the issue for failure to comply with this Court's rules of practice. (*7) We point out, however, that while the actual granting of a writ of certiorai by the United States Supreme Court operates as a stay, the mere filing of a petition for certiorari does not. (*8) Ligon presents no grounds for reversal.

Judgment Affimed. Ruffin and Ellington, JJ., concur

*1 Ligon v. Bartis, 243 Ga. App. 328 (530 SE2d 773) (2000).
*2 Id. at 329,330.

*3 Nolan Road West v. PNC Realty Holding Corp. of Ga., 248 Ga. App. 248. 249 (1) (544 SE2d 750) (2001).
*4 See South Georgia Medical Ctr v. Washington, 269 ga. 366, 367 (1) (497 Se2d 793) (1998).
*5 See OCGA & 5-6-6; Court of Appeals Rule 15 (b).
*6 See Jenkins v. State, 240 Ga. App. 102, 103 (1) (522 Se2d 678) (1999).
*7 See Collins v. Newman, 237 Ga. App. 861, 861-862 (1) (517 Se2d 100) (1999).
*8 Owens v. Hewell, 222 Ga. App. 563, 565 (474 SE2d 740) (1996).

"APPENDIX (B)"

Court of Appeals of the State of Georgia

March 08, 2002

The Court of Appeals hereby passes the following order:

Case No. A01A2417
Louis L. Ligon III v. Larry G. Bartis

Upon consideration of the motion for reconsideration filed in this case, it is ordered that it be hereby denied.

Court of Appeals of the State of Georgia
Clerk's Office, Atlanta
March 08, 2002

"APPENDIX (C)"

In The State Court Of Gwinnett County
State Of Georgia

Louis L. Ligon III,
Pro Se Plaintiff,

Civil Action
File No. 97-C-6990-1

VS.

Larry G. Bartis,
Defendant

ORDER

The Plaintiff's Motion for Entry of Final Order Authorizing Satisfaction of Judgment having been read and considered by the Court, and the Court having considered all matters of record and the applicable and controlling law, the Court finds that the Plaintiff's Motion is not proper and is hereby DENIED.

SO ORDERED this 21st day of February, 2001

/S/ Robert W. Mock, Sr.
Robert W. Mock Sr., Judge
State Court of Gwinnett County

"APPENDIX (D)"

In The State Court Of Gwinnett County
State Of Georgia

Louis L. Ligon III,
Pro Se Plaintiff,

Civil Action
File No. 97-C-6990-1

VS.

Larry G. Bartis,
Defendant

AMENDED ORDER

This Court's Order dated February 21st, 2001 is hereby amended as follows:

The **Defendant's** Motion for Entry of Final Order Authorizing Satisfaction of Judgement having been read and considered by the Court, and the Court having considered all matters of record and the applicable and controlling law, the Court finds that the **Plaintiff's** Motion is not proper and is hereby DENIED.

SO ORDERED this 28th day of February, 2001.

/S/ Robert W. Mock Sr.
Robert W. Mock Sr., Judge
State Court of Gwinnett County

"APPENDIX (E)"

In The State Court Of Gwinnett County
State Of Georgia

Louis L. Ligon III,
Pro Se Plaintiff,

Civil Action
File No. 97-C-6990-1

VS.

Larry G. Bartis,
Defendant

ORDER

The Court having considered the Defendant's Motion for Entry of Final Order Authorizing Satisfaction of Judgment having been read and considered by the Court, the Court finds that the above styled case was settled by the parties and that judgment was entered on August 25, 1999. The Plaintiff has refused to accept payment of the judgment since that date and continues to refuse to accept payment of the judgment despite the Defendant's repeated attempts to pay the judgment and obtain a satisfaction of judgment.

Therefore, the Court hereby Orders that the Defendant pay the settlement amount of $23,750.00 into the registry of the Court instatnter. O.C.G.A. &9-11-67. The Clerk is Ordered to disburse the funds to

the Plaintiff, Louis Ligon, and his attorney, James Neal Farris, jointly.

Upon payment of the judgment by the Defendant, the Defendant will submit a Satisfaction of Judgment Order for this Courts signature. O.C.G.A. & 9-13-80.

SO ORDERED this 11th day of April, 2001.

/S/ Robert W. Mock, Sr.
Robert W. Mock, Sr., Judge
State Court of Gwinnett County

"APPENDIX (F)"

In The State Court Of Gwinnett County State Of Georgia

Louis L. Ligon III,
Pro Se Plaintiff,
VS.
Larry G. Bartis,
Defendant

Civil Action
File No. 97-C-6990-1

FINAL ORDER AUTHORIZING SATISFACTION OF JUDGMENT

It appears to this Court that Defendant, larry G. Bartis, has paid the settlement funds of $23,750.00 into the registry of this Court instanter pursuant to O.C.G.A. & 9-11-67 as instructed by this Court's Order dated April 11, 2001.

IT IS HEREBY ORDERED that the Clerk of the State Court of Gwinnett County, Georgia, is hereby authorized and directed to mark the Judgment in the above styled action executed on August 25, 1999 and filed with the Clerk of Court on August 26, 1999, satisfied in full.

SO ORDERED, this 3rd day of May, 2001.

/S/ Robert W. Mock, Sr.
Robert W. Mock, Sr., Judge
State Court of Gwinnett County

"APPENDIX (G)"

Supreme Court of the State of Georgia
Clerk's Office
Atlanta

June 10, 2002

Case No. S02C1033
Louis L. Ligon, III v. Larry G. Bartis

Court of Appeals Case No. A01A2417

The Supreme Court today denied the petition for certiorari in this case.

All the justices concur.

Sincerely,
Sherie M. Welch
Clerk

"APPENDIX (H)"

Supreme Court of the State of Georgia
Clerk's Office
Atlanta

July 26, 2002

Case No. S02C1033
Louis L. Ligon, III v. Larry G. Bartis

The Honorable Supreme Court met pursuant to adjournment.
The following order was passed:

Upon consideration of the motion for reconsideration filed in this case, it is ordered that it be hereby denied.

Clerk's Office, Atlanta
Sherlie M. Welch
Clerk

"APPENDIX (I)"

Fourth Division
Blackburn, P. J.,
Eldridge and Barnes, JJ.
March 9, 2000

In the Court of Appeals of Georgia

A00A0844. Ligon v. Bartis **EL-038**
ELDRIDGE, Judge.

This is an appeal from the trial court's order granting defendant/appellee Larry Bartis' motion to enforce a settlement agreement. Upon review of the record, we affirm the trial court's order.

On a motion to enforce a settlement agreement, we construe the evidence to uphold the trial court's judgement. (Morrow v. Vineville United Methodist Church), 227 Ga. app. 313, 317 (489 SE2d 310) (1997). We will not disturb a trial court's findings thereon unless "clearly erroneous." Id. at 317. The record in this case shows that, while driving his car, plaintiff/ appellant Louis L. Ligon, III, was hit from behind by a car driven by defendant/appellee Larry Bartis. Ligon hired attorney James Farris to represent him in a personal injury action against Bartis. Bartis hired attorney Lee Welborn to defend against the action. The case proceeded to discovery. (1)

Following discovery, attorneys Farris and Welborn entered into settlement negotiations. The next day, on December 22, 1998, Farris informed Ligon of the strengths and weaknesses of his case and that defendant was offering $23,750 in settlement and satisfaction of Ligon's personal injury claim. Ligon asserts that, when Farris told him of the settlement offer and terms, Ligon stated " I don't know. What ELSE is there to do?" The following day, December 23, 1998, Farris notified Welborn that Ligon had accepted the settlement offer of $23,750. The settlement was confirmed in writing in a January 14, 1999 Letter written by Welborn to Farris.

Approximately a month after Farris settled the case, Ligon telephoned Farris and told him "that he should not proceed any further with any settlement negotiations or proceedings." Apparently, Ligon had consulted with other attorneys and decided that Farris had misled him as to whether settlement was in his best interest. Ligon fired Farris; he refused to sign the settlement papers. Defendant Bartis, through his attorney, filed a motion to enforce the settlement. a hearing was held on the motion, and on May 19, 1999, the trial court ordered Ligon to sign the settlement agreement and to file a dismissal of his personal injury claim. Thereafter, Ligon filed an "Affidavit of Truth in Matter of Settlement Offer" wherein he refused to follow the trial court's order. Bartis, through attorney Welborn, filed a petition to hold Ligon in contempt. A hearing was held on the petition, after which the trial court vacated its earlier order, enforced the settlement agreement again, and

entered judgment in favor of Ligon in the amount of $23,750, per the terms of the agreement. From this order, Ligon appeals. HELD:

Under Georgia law (a private) attorney of record has apparent authority to enter into an agreement on behalf of his client and the agreement is enforcable against the client by the other settling parties. The authority may be considered plenary unless it is limited by the client and that limitation is communicated to opposing parties. (Citations and punctuation ommitted.)
(City of Atlanta v. Black), 265 Ga. 425, 427 (457 SE2d 551) (1995).

Here, there is no dispute as to the existence of the settlement agreement and its terms. The agreement and its terms were memorialized in writing, and "letters or documents prepared by attorneys which memorialize the terms of the agreement will suffice." (Brumbelow v. Northern propane Gas Co.), 251 Ga. 674, 676 (308 SE2d 544) (1983). Moreover, Ligon admits that his attorney entered into the settlement agreement for $23,750. Here, the sole dispute is Ligon's contention that Farris did not have his authorization to enter into such agreement.

"[W]here there is no challenge to the existence or the terms of an agreement but only to an attorney's authority to enter into it, the client is bound by it's terms[.]" Id. at 676. Ligon does not assert that his attorney's lack of authority was ever communicated

to the opposite party. Nor does the record show such communication was ever made. In this case, Ligon's remedy "where there have been restrictions not communicated to the opposing party, is against the [private] attorney who overstepped the bounds of his agency, not against the third party." Id. at 675. See also (City of Atlanta v. Black), supra at 432 (Carley, J., dissenting). Accordingly, in light of the fact that the existence and terms of the agreement were established in writing and are not in dispute, the trial court did not err in enforcing the settlement agreement and entering judgment for plaintiff in the amount of $23,750. (Commercial Union Ins. Co. v. Marco Transp. Co.), 211 Ga. App. 844, (1) (440 SE2d 730) (1944) ; compare (LeCroy v. Massey), 185 Ga. App. 828 (366 SE2d 215) (1988). (2)

Judgment affirmed. Blackburn, P. J., and Barnes, J., concur.

(*1) Apparently, Welborn obtained a video surveillance demonstrating that Ligon could perform tasks that he represented he could not do. In addition, an independent medical examination revealed evidence contradicting the diagnosis of Ligon's physician.

(*2) In his brief, Ligon also frames his claim of error as a deprivation of his constitutional right to due process, because Ligon was compelled to participate in the settlement agreement. "[Ligon] raised no due process issue at the trial court, and the trial court did not pass on such issue, so that it was not preserved for review." (Peoples v. Consolidated Freightways), 226 Ga. App. 265, 268 (1) (SE2d 604) (1997).

"APPENDIX (J)"

Court of Appeals of the State of Georgia

March 31, 2000

The Court of Appeals hereby passes the following order:

Case No. A00A0844
Louis L. Ligon III v. Larry G. Bartis

Upon consideration of the motion for reconsideration filed in this case, it is ordered that it be hereby denied.

Court of Appeals of the State of Georgia
Clerk's Office, Atlanta
March 31, 2000

"APPENDIX (K)"

In The State Court Of Gwinnett County
State Of Georgia

Louis Ligon,
Plaintiff

vs.

Civil Action File
No. 97C-6990-1

Larry Bartis,
Defendant

ORDER

The above-captioned matter, having come before this court on defendant's motion to enforce settlement and for sanctions, upon consideration of said motion, the Affidavits of record, the exhibits attached to said Affidavits, the pleadings, arguments of counsel, citations of authority, and all evidence of record, this court hereby grants defendant's motion to enforce settlement and hereby orders the plaintiff, Louis Ligon, to sign the settlement draft, Release and Affidavit which were submitted to him in January,

1999, and file a Notice of Dismissal With Prejudice of this litigation. Plaintiff shall further make the settlement draft available for signing by attorney James Farris. by forwarding the settlement draft, Release and Affidavit to Plaintiff, in compliance with this Order, Defendant will have satisfied all attorney's liens in this case.

Defendant's motion for attorney's fees is hereby denied.

SO ORDERED, this 19th day of May, 1999.

/S/ Robert W. Mock, Sr.
Robert W. Mock, Sr., Judge
State Court of Gwinnett County

"APPENDIX (L)"

In The State Court Of Gwinnett County
State Of Georgia

Louis Ligon,
Plaintiff

vs. **Civil Action File**
No. 97C-6990-1

Larry Bartis,
Defendant

ORDER

The Court hereby **vacates** its May 19, 1999 Order Enforcing Settlement Agreement.

After having read and considered the Defendant's motion to enforce settlement agreement, all matters of record and the applicable and controlling law, the Court finds that it is proper to enforce the settlement agreement and enter judgment in favor of the Plaintiff in the amount of $23,750.00 and in accordance with the terms of the compromise and settlement agreement.

The Court having also read and considered Defendant's Motion for Protective Order; the court finds that such Motion is proper and is hereby granted.

SO ORDERED this 25th day of August, 1999.

/S/ Robert W. Mock, Sr.
Robert W. Mock, Sr., Judge
State Court of Gwinnett County

"APPENDIX (M)"

Supreme Court of the State of Georgia
Clerk's Office
Atlanta

September 28, 2000

Case No. S00C1309
Louis L. Ligon, III v. Larry G. Bartis

Court of Appeals Case No. A00A0844

The Supreme Court today denied the petition for certiorari in this case.

All the justices concur.

"APPENDIX (N)"

Supreme Court of the State of Georgia
Clerk's Office
Atlanta

October 20, 2000

Case No. S00C1309
Louis L. Ligon, III v. Larry G. Bartis

The Honorable Supreme Court met pursuant to adjournment.
The following order was passed:

Upon consideration of the motion for reconsideration filed in this case, it is ordered that it be hereby denied.

Clerk's Office, Atlanta
Sherlie M. Welch
Clerk

"APPENDIX (O)"

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

LOUIS L. LIGON III,
PLAINTIFF, PRO SE
APPELLANT

CIVIL ACTION
FILE NO. 97-C-69901

VS

LARRY G. BARTIS
DEFENDANT

NOTICE OF REFUSAL OF JUDGMENT FOR CAUSE WITHOUT DISHONOR

Comes Now Plaintiff Pro Se, Louis L. Ligon III, and shows the Court that he **Refuses Judgment** entered on August 25th, 1999 **For Cause Without Dishonor**.

This 23rd day of September, 1999.

Respectfully Submitted,

/S/ Louis L. Ligon III
Louis L. Ligon III, Pro Se Plaintiff
3292-A Duluth Pines North
Duluth, Georgia 30096

"APPENDIX (P)"

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS

LARRY G. BARTIS

DEFENDANT

CIVIL ACTION
FILE NO. 97-C-69901

AFFIDAVIT OF TRUTH IN MATTER OF SETTLEMENT OFFER

I, Louis L. Ligon III, herein Affiant, being first duly sworn according to law, having first hand knowledge of the facts herein, and being competent to testify, do affirm that the facts herein are stated by your Affiant, and are true, correct, and complete.

1. Your Affiant is over age 21 and suffers no legal disabilities.

2. James Farris supplied me with biased and misleading information. He never disclosed to me the

correct course of action in re-opening my bankruptcy case and proceeding with the personal injury case, even though he had full knowledge of this course of action and discussed this with the opposing attorney, Lee Welborn.

3. James Farris settled my personal injury case without proper authorization or permission from me.

4. James Farris contacted me via telephone on December 22, 1998 and informed me of an offer to settle my case for $23,750.00. He stated that if I did not take this settlement, I would get nothing for my injuries and I would have to pay the opposing attorneys fees. He stated that it was a **"No Brainer"** and that I would be ruined if I did not take the offer.

5. On December 22, 1998 I stated to James Farris in response, " I don't know. What **ELSE** is there to do?"

6. I became suspicious of what James Farris had been telling me. I contacted several other attorneys who all said that James Farris was giving me very biased, untrue and misleading information.

7. On January 22th, 1999 I contacted James Farris and informed him that he had been giving me biased and misleading information. I demanded that he not proceed any further with any settlement negotiations and proceedings. James Farris told me that he had settled my case on December 23rd, 1998. He stated

that I could get another attorney to try to stop the settlement and he was simply going to slap a lien on my case for his 32%.

8. On January 25th, 1999 I faxed a termination letter to James Farris because he had completely refused to follow my specific requests and instructions.

9. I contend that the attorneys in this case have worked in **collusion** against me in settling this personal injury litigation. On January 26, 1999, Lee Welborn sent by certified mail a letter to James Farris stating that the settlement check and settlement paperwork were being forwarded to him. Yet, James Farris **on the very same day,** January 26, 1999, sent a letter to Lee Welborn stating that he was placing an attorney lien on this case and was in receipt of the settlement check and settlement paperwork and was sending it back to him.

10. I contend that these two attorneys have perpetrated a **FRAUD** on this Honorable Court with their unethical actions.

11. I have enclosed the State Bar of Georgia grievances that I have filed against both of these attorneys in order to make these part of the court records and for the review of the court.

12. With **No Disrespect** for the State Court of Gwinnett County or the Honorable Judge Mock, I will

have no part of this **FRAUDULENT** settlement and refuse this settlement with **NO DISHONOR**.

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III
Louis L. Ligon III
Pro Se Plaintiff, Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared
Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on this 4th day of June, 1999.

"APPENDIX (Q)"

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS

LARRY G. BARTIS

DEFENDANT

CIVIL ACTION
FILE NO. 97-C-69901

AFFIDAVIT OF LOUIS LIGON

Personally appeared before me, the undersigned officer duly authorized by law to administer oaths, LOUIS LIGON, who, upon being duly sworn, deposes and states as follows:

1. My name is LOUIS LIGON, I am over the age of twenty-one (21), suffer no legal disabilities and give the following testimony from my own personal knowledge and experience. I understand that this

Affidavit will be used in support of Plaintiff's Motion in Opposition to Defendant's Motion to Enforce Settlement and for Sanctions in the above civil action.

2. On November 6, 1997, I retained attorney James Farris to represent me in a personal injury action against defendant Larry G. Bartis.

3. On December 22, 1998, Mr. Farris contacted me via telephone. He informed me of an offer to settle my personal injury case for $23,750.00.

4. At the time, Mr. Farris told me if I did not take the settlement, I would not get anything for my injuries and I would have to pay the costs of litigation and attorney's fees.

5. Mr. Farris also informed me that my case would not survive summary judgement unless I hired a research attorney to prepare the case for summary judgement. He also told me I would have to pay the research attorney **$6000 to $8000 up front.**

6. I indicated to Mr. Farris that I did not know if I should take the settlement. I inquired about **other alternatives**.

7. Mr. Farris stated that nothing else could be done, and that this case is a **"No Brainer."**

8. Subsequently, I contacted several other attorneys because I was not satisfiedwith Mr. Farris' representation. I was told not to take the settlement because I was given **misleading and biased** information.

9. On January 22, 1999, I contacted Mr. Farris and informed him he was giving me misleading information. At that time, I demanded that he not proceed any further in the settlement proceedings.

10. Mr. Farris told me he was not going to halt the settlement proceedings and that I could get a new attorney.

11. On January 25, 1999, I faxed a termination letter to Mr. Farris because he completely refused to follow my specific instructions concerning the course of my case. I also requested prompt return of my files.

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III
Louis L. Ligon III
Plaintiff, Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared, Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on March 4th, 1999.

"APPENDIX (R)"

IN THE STATE SUPREME COURT
STATE OF GEORGIA

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS

LARRY G. BARTIS

DEFENDANT

CIVIL ACTION
FILE NO. 97-C-69901

APPEAL CASE
No. A00A0844

AFFIDAVIT OF MEDICAL RECORDS
AND
TREATING PHYSICIANS

I, Louis L. Ligon III, herein Affiant, being first duly sworn according to law, having first hand knowledge of the facts herein, and being competent to testify, do affirm that the facts herein are stated by your Affiant, and are true, correct, and complete. Your Affiant has been or is still under the medical care and treatment of the following listing of physicians.

1. Your Affiant is over age 21 and suffers no legal disabilities.

2. Social Security Administration
Office of Hearings and Appeals
3300 NE Expressway Access Rd. Ste 6A
Administrative Law Judge: Dana E. McDonald
Findings: Fully Favorable Decision of Total Disability

3. Health Horizons, Inc.
1455 Bells Ferry Rd. Suite A
Marietta, Georgia 30066
Dr. Ken G. Knott (Physical Medicine & Rehabilitation)

Findings:
- spinal stenosis at C6-7
- cervical spinal cord compression
- serious impairment right lower extremity
- L5 radiculopathy verified by EMG testing
- bilateral carpal tunnel syndrome verified by EMG testing
- ligament enthesitis bilateral supermedial
- Iliac crests
- sensory impairment right lower extremity
- weakness right L5 muscles

Treatment:
- 7 series of cervical spinal nerve block injections

- 6 series of lumbar spinal nerve block injections
- 11 series of ligament and facet injections
- 79 physical therapy sessions

4. Health Images of Atlanta
800 Johnson Ferry Rd.
Atlanta, Georgia 30342
Dr. Daniel G. Schartzberg
Findings:
- MRI of cervical spine
- C6-7: degenerative disc with HNP's to the left and right causing bilateral C7 nerve root impingement and left cord compression
- C5-6: degenerative disc with left greater than right bulging and question of left C6 nerve root impingement
- MRI of lumbar spine degenerative bulging disks at L1-2,L3-4 and L4-5. Possible displacement of nerve roots

5. Atlanta Neurosurgical Center
1430 Montreal Rd. Suite 502
Atlanta, Georgia 30084
Dr. Steven K. Jacobs ,Ph.D (Neurosurgeon)
Findings:
- herniated discs at C5-6 and C6-7
- spinal cord compression at C6-7

- recommended anterior cervical discectomy with bone fusion and metal plating

6. Northlake Eye & Cataract Center
   1459 Montreal Rd. Suite 501
   Tucker, Georgia 30084
   Dr. Stephen H. Knight (Opthamalogist)
   Findings: - blurring vision
   - ocular migraines
   - vitreous floaters

7. Physicians Spine Center
   800 Johnson Ferry Rd.
   Atlanta, Georgia 30342
   Dr Daniel G. Schwartzberg
   Findings: - lumbar epidural steroid injection

8. Amerimed Medical Clinic
   246 Sycamore St. Suite 240
   Decatur, Georgia 30030
   Dr. Paul Sizemore (Physical Medicine & Rehabilitation)
   Findings: - cervical, thoracic and lumbosacral injuries

9. Health Horizons Inc.
   3756 LaVista Rd., Suite 102
   Tucker, Georgia 30084
   Dr. Richard J. Kienzle (Physical Medicine)
   Findings: - L5 and S1 radiculopathy verified

by EMG
- C6-7 herniated disk with spinal cord compression
- C5-6 disk bulging
- C6 nerve root impingement
- paresthesias in upper and lower extremities and lower back

10. The Emory Clinic
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. George T. Tindall (Neurosurgeon)
Findings:
- acute flexion/extension injury
- cervical traction using 7 pound weight
- weakness in dorsiflexion right foot
- reflexes are hypoactive
- clear cut stocking decrease in sensation to pin and light touch up to knees bilaterally

11. The Emory Clinic
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. Scott Erwood (Neurosurgeon)
Findings:
- chronic musculoskeletal pain syndrome as a direct result of the auto accident of 2/27/96

12. Harbin Clinic
1825 Martha Berry Blvd.
Rome, Georgia 30165
Dr. W. George Rusyniak (Neurosurgeon)
Findings: - continue treatment plan of treating physicians

13. The Emory Clinic
Center For Pain Medicine
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. William Hammonds (Chronic Pain Specialist)
Findings: - admitted to Emory Chronic Pain Rehabilitation Program
- extensive lumbar trigger point injections
- cervical trigger point injections
- prescribed Relafen and Celebrex anti-inflamatory medications
- prescribed Neurontin medication for nerve damage electrocution sensations

14. The Emory Clinic
Center For Pain Medicine
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. Stanley Chapman (Pain Clinic Program Director, Chronic Pain Psychologist)

Findings: - completed intensive 3 week pain clinic program
- successfully gained knowledge of living with chronic pain levels

15. The Emory Clinic
Center For Pain Medicine
1365 Clifton Rd.
Atlanta, Georgia 30322

Dr. Deborah Rosenberg (Chronic Pain Psychologist)

Findings: - successfully gained knowledge of living with chronic pain levels
- completed intensive 3 week pain clinic program

16. Physiotherapy Associates
1365 Clifton Rd.
Atlanta, Georgia 30322
Mary Hodgdon (Licensed Physical Therapist)

Findings: - completed 3 week physical therapy regiment
- noted injuries to cervical and lumbar spine
- noted considerable limitation in flexibility of cervical spine
- noted weakness and numbness in lower extremities

17. Emory University Hospital
Center For Rehabilitation
1364 Clifton Rd.
Atlanta, Georgia 30322
Catherine Tolbert (CTRS, Aquatic Therapy)
Findings: - successfully completed 3 week intensive aquatic therapy program

18. The Emory Clinic
Department of Neurology
1365 Clifton Rd.
Atlanta, Georgia 30322

Dr. Jane Gilmore (Neurologist)
Findings: - electrocution sensations from nerve damage
- ordered brain scan MRI

19. Emory University Hospital
Department of Radiology
1364 Clifton Rd.
Atlanta, Georgia 30322
Findings: - Brain Scan MRI with & without contrast
- no negative findings

20. The Emory Clinic
Department of Cardiology
5955 State Bridge Rd.
Duluth, Georgia 30097
Dr. S. Tanveer Rab (Cardiologist)

Findings: - numbness in left upper chest
- attempted EKG exercise treadmill test but only able to complete 3 minutes, 10 seconds, out of 10 minute scheduled run, due to lumbar spinal injuries
- ordered thallium stress testing

21. Emory University Hospital
Department of Radiology
1364 Clifton Rd.
Atlanta, Georgia 30322
Dr. Jonathan Vansant (Cardiologist)
Findings: - conducted thallium cardiology stress test
- no negative findings
- chest surface numbness

22. Thomas Eye Group
5671 Peachtree Dunwoody Rd., Suite 400
Atlanta, Georgia 30342
Dr. Joseph A. St. Louis (Opthamologist)
Findings: - loss of vision right eye
- right pupillary defect
- referred to retina specialist for evaluation

23. Emory Eye Center
1365- B Clifton Rd.
Atlanta, Georgia 30322
Dr. Paul Sternberg (Director Vitreoretinal Service)

Findings: - probable optic neuropathy right eye, possibly optic neuritis
- referred to neuro-opthamologist for further evaluation

24. Emory Eye Center
1365-B Clifton Rd.
Atlanta, Georgia 30322
Dr. Nancy Newman (Neuro-Ophthamology)
Findings: - decreased vision of right eye with bleaching out of colors and thick fogging of vision
- right pupillary defect
- Humphrey visual field testing found an inferotemporal defect in right eye
- definite right optic neuropathy
- ordered 2nd brain scan MRI

25. Emory University Hospital
Department of Radiology
1364 Clifton Rd.
Atlanta, Georgia 30322
Findings: - 2nd brain scan MRI with & without contrast
- no negative findings

26. The Emory Clinic
875 Johnson Ferry Rd.
Atlanta, Georgia 30342
Dr. Dipak Vashi (Internal Medicine Director)

Findings: - internal bleeding
- confirmed blood in stool
- referral to Gastroenterology specialist

27. The Emory Clinic North
5955 State Bridge Rd.
Duluth, Georgia 30097
Dr. Lorraine Leader (Assistant Professor, Gastroenterology)

Findings: - upper G.I. endoscopy testing (negative)
- lower G. I. colonoscopy (negative findings)
- gastric emptying scan (negative findings)
- probable cause of internal bleeding due to anti-inflamatory medication (Celebrex)

28. Physician Pain Specialists, P.C.
5671 Peachtree Dunwoody Rd. Suite 660
Atlanta, Georgia 30342
Dr. David W. Gale (Chronic Pain Specialist)

Findings: - starting series of lumbar facet and disk epidural steroid injections due to chronic lumbar back pain
- possible IDET (intradiscal electrothermal annuloplasty) lumbar disk procedures to treat lumbar disk injuries

29. Peachtree Orthopedic Clinic
2001 Peachtree Rd., Suite 705
Atlanta, Georgia 30309
Dr. Herndon Murray

Findings:
- alledged independent medical exam set up by opposing attorney
- disputed findings by doctor
- **no** mention in medical report of extensive cervical and lumbar nerve block injections
- **no** mention of 2 EMG nerve conduction tests
- **no** mention of vision distortion
- all medical records were provided, obviously were not read by doctor
- Dr. Murray states that I have a 7% disability rating, even though his own figures only add up to 6% in his report.
- Dr. Murray completed his whole report in less than 5 minutes while I was in his office and obviously gave a very biased sloppy report in favor of the opposing attorney since they paid for the evaluation

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III, Dated: April, 19th, 2000
Louis L. Ligon III, Pro Se Appellant,
Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

"APPENDIX (S)"

IN THE STATE SUPREME COURT
STATE OF GEORGIA

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

CIVIL ACTION
FILE NO. 97-C-69901

VS.

LARRY G. BARTIS
DEFENDENT

APPEAL CASE
NO. A00A0844

AFFIDAVIT OF COST OF MEDICAL CARE

I, Louis L. Ligon III, herein Affiant, being first duly sworn according to law, having first hand knowledge of the facts herein, and being competent to testify, do affirm that the facts herein are stated by your Affiant, and are true, correct, and complete. Your Affiant is still undergoing medical care and treatment as a direct result of not at fault automobile accident occuring on February 27th, 1996.

1. Your Affiant is over age 21 and suffers no legal disabilities.

2. Your Affiant , as of this date, has incurred medical expenses for care, treatments, evaluations and diagnostic testing in excess of **$51,000.00** as a direct result of injuries sustained in automobile accident occuring on February 27th, 1996.

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III
Louis L. Ligon III
Pro Se, Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared, Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on this 19th day of April, 2000.

"APPENDIX (T)"

In The State Court Of Gwinnett County
State Of Georgia

Louis Ligon,
Plaintiff

vs.

Civil Action File
No. 97C-6990-1

Larry Bartis,
Defendant

Motion for Contempt, before the Honorable Robert W. Mock, Sr., held at the Gwinnett County Justice and Administration Center, on the 25th day of August, 1999.

APPEARANCES OF COUNSEL:

For the Plaintiff: Pro Se

For the Defendant: G. Lee Welborn
Attorney at Law

Reported By: Nancy L. Fiermonte,
Certified Court Reporter
P.O. Box 1599
Lawrenceville, Georgia 30046

Mr. Welborn: For the record I'm Lee Welborn, here on behalf of the Defendant.

This case is on for the Defendant's Petition for citation of contempt against Plaintiff, Louis Ligon.

As the Court will recall, this case settled December 23rd, 1998 as proven by Affidavits not only from myself but also from Mr. Ligon's attorney James Farris. Mr. Ligon refused to sign the settlement documents and so we had a hearing during which Mr. Ligon sat at counsel table over here with his new attorney Rebecca Christian. We had a hearing on the motion to enforce settlement.

The court granted Defendant's motion to enforce settlement by order dated, filed with the Court May 20th, 1999.

Your Honor, Mr. Ligon has continued to refuse to sign the settlement documents, has refused to honor the settlement and I would like to show the Court—for the record, I'm showing the Court a stack of documents probably three inches thick and then in my correspondence file I've got another inch thick worth of documents just since the motion to enforce settlement hearing.

Mr. Ligon has filed a State Bar grievance against me, which I have filed with this court. The State Bar's response says that I had not engaged in any misconduct and that no further action will be taken on Mr. Ligon's claims against me by the State Bar.

He has filed numerous Affidavits and such,and he most recently filed a Petition for a Writ of Habeas Corpus in which he tells the Georgia Supreme Court

that at the last hearing that we had in this case you did not give him an opportunity to speak on his own behalf.

Judge, all I want to do is close the file. That's all I want to do. And Mr. Ligon, the last time was, I think given a lot by the Court when the Court denied my motion for attorney's fees. This time, your Honor, I can't bill my client for responding to a State Bar grievance, and I would ask sincerely that the Court enter an order requiring him to, once again sign the settlement draft, sign the release documents, make it available to his former attorney Mr. Farris, but also award us attorney's fees in the amount of $500 to make sure that he understands you can't just continue to defy a Court's order. And that's the relief that we are asking for.

Mr. Ligon has filed a subpoena. He had a Sheriff's Deputy serve me with a subpoena for production of evidence. He wanted copies of video tapes, surveillance, notes and all this sort of thing. I filed a motion to quash and motion for protective order. I have brought all the materials. I've got the files here, but obviously discovery has long since past. The only issue is, has Mr. Ligon complied with the Court's order, and he certainly has not and he has made no bones about the fact he doesn't intend to comply with it.

So I'm just asking for your Honor's help to help me close a file and get rid of this particular case.

The Court: Okay, Mr. Ligon.

Mr. Ligon: Thank You, Your Honor.

For the record my name is Louis Ligon, III. As your Honor and Mr. Welborn are aware, I have filed a Petition for a Writ of Habeas Corpus in the State Supreme Court of Georgia and naming Your Honorable Judge Mock and Lee Welborn as Respondents in this case. The issue in this case is whether or not, forcing me to take a settlement that I did not authorize and do not want because it is an unfair and fraudulent settlement. And the issue before the State Supreme Court is whether it is a lawful or unlawful act to restrain my Liberties and force me to take a settlement that has fraudulently been perpetrated upon me and upon the Honorable Judge and the Court of Gwinnett County. Until that issue and the writ is ruled upon by the higher court, I contend that this Court and Mr. Welborn cannot move forward with this contempt hearing, until the issue is ruled upon whether it is legal or unlegal.

Secondly, as far as the subpoena for production of evidence that I had served on Mr. Welborn, Mr. Welborn himself states just now and in his own writing, in his motions, that the discovery period has long since closed on any evidence. Yet, well after the discovery period had closed, Mr. Welborn, in fact him and James Farris, my prior attorney, both agreed to extend the discovery period to December 23rd, 1998. With all that in mind, Mr. Welborn, after the discovery period had closed, when I was trying to obtain proper legal counsel to represent myself, he spoke with prior attorneys I had interviewed saying

he had an alledged surveillance tape of me doing, supposedly things I stated I was physically unable to do. This discouraged this attorney from taking my case. Then when I did hire an attorney to represent me, Mr. Welborn stated also to that attorney that he had this alledged surveillance tape. My prior attorney, through numerous phone calls and two letters that were sent to Mr. Welborn, which is in the court record, requesting to view this alledged video tape and Mr. Welborn would not respond, would not return their phone calls and in no way responded to their request. Then in the hearing for the motion to enforce this settlement upon me on May 5th before Your Honor, Mr. Welborn also stood up here and stated that he had this alledged video tape of me, trying to discredit my character. Yet nobody knows if this alledged video exists, what is on the tape, who video taped it, when it was taken. You know, how do I have any defense against this whatsoever when I don't even know if it truly exists. So I would request that Your Honorable Judge Mock order Lee Welborn to produce a copy of this alledged tape so, first of all we can see that it does exist and whether we have any type of defense against it. This has been used on numerous occasions to try to discredit me yet I don't know where it is or what it is. In doing that Mr. Welborn really, I think, has no standing to move this Court forward in that he has not acted in good faith whatsoever when it comes to this alledged tape.

Also, in the last hearing we had on May 5th Lee Welborn also stood up here in front of Your Honor

and stated that he had an independent medical exam which that doctor stated that I had non-anatomical injuries, which Lee Welborn interpreted in his own words as doctor's speak for faking injuries. Your Honor, I can not fake MRI results, I can not fake nerve damage----

The Court: We don't need to get into the merits of the case.

Mr. Ligon: Okay very good, Your Honor.

So I move that Lee Welborn be ordered to turn over this video tape, and I contend that he can not move this Court forward because he has not acted in good faith. And on the issue of the Writ of Habeas Corpus, I move that this Court cannot move forward and rule on the contempt hearing until the State Supreme Court has ruled on the writ.

Thank you, Your Honor, that's all I have.

The Court: Anything else, Mr. Welborn?

Mr. Welborn: No Sir.

The Court: What do you hope to accomplish by the Writ of Habeas Corpus, Mr. Ligon?

Mr. Ligon: Your Honor, the question at hand is whether this settlement that I did not authorize, did not agree to, and has been fraudulently forced upon me by my previous attorney and Mr. Welborn,

whether that is an illegal restraint of my Liberties. I would wish that the Supreme Court rule that the Court's ruling to force me to take this settlement be reversed and that I'm able to proceed with **Due Process** and receive a **Fair Trial** so all the facts of this case can come out and **Justice** can be done for all parties involved. My previous attorneys, that I also did file State Bar grievances with, based on the fact that they had fraudulently perpetrated this settlement, and the State Bar of Georgia reviewed the files, the grievances and they have turned it over to the State Disciplinary Panel for further investigation. So that is, as we speak as of right now, they are investigating and proceeding with that.

The Court: Are you aware that this Court could order you to pay this gentleman's attorney's fees if I decide that your filings amount to frivolous actions?

Mr. Ligon: Yes, sir.

The Court: Are you aware of that?

Mr. Ligon: Yes, I am.

The Court: And they could be substantial?

Mr. Ligon: Your Honor, I was out trying to make an honest living, I was hit from behind.

The Court: I'm not going into the facts of your case.

I just wanted to make sure you understood that.

Mr. Ligon: Well, Your Honor, the reason that I am here today, a $23,750.00 settlement leaves me approximately $10,000.00 in just unpaid medical bills, not to say anything of the pain and suffering, the eight inch spinal needles stuck in the back of my neck and back.

The Court: Well once again, I don't want to go into the facts of your case. I think your attorney settled the case on your behalf, had the authority to settle the case on your behalf. And what I am going to do at this point, I am going to sign an order ordering you to sign releases and what have you, and I am just going to do an order granting you judgment in the case in the amount of the settlement, which is $23,750.00 and that will settle the case, the case is concluded. If you don't want to collect your judgment that's your business, but I think I have the authority under Georgia case law to give you a judgment for the amount of the settlement and that relieves Mr. Welborn from any further action in the case. I am not going to award any attorney's fees at this point, but you need to be aware that I am leaving that option open for anything that might occur down the road. This thing has gone far enough.

Mr. Ligon: Thank You, Your Honor.

Mr. Welborn: Judge might I state for the record, I

have forwarded Rebecca Christian and Robert Shannon the draft that was previously referenced, and I would like to inquire, if I could, where that draft is, if Mr. Ligon knows.

Mr. Ligon: Your Honor, I am a Pro Se litigant at this point, I am not represented by Rebecca Christian or Bobby Shannon. It is filed into the Court record, after the last hearing of May 5th, they forwarded the letter to me, since I did tell them that I was going to appeal that decision, that they would no longer represent me in any further proceedings. So I am a Pro Se litigant. As far as the draft and settlement check, I have no idea where they are.

The Court: Okay, I am also granting your motion for protective order. Anything else?

Mr. Welborn: That's it.
(Whereupon, the hearing was then concluded.)

"APPENDIX (U)"

In The State Court Of Appeals
State Of Georgia

Louis L. Ligon III,	Appeal Case No.
Pro Se Appellant,	A01A2417

VS.

Larry G. Bartis,
Appellee

Oral Argument before the Honorable Edward H. Johnson, Presiding Judge, and the Honorable John H. Ruffin and John L. Ellington, Judges, heard on November 6, 2001, commencing at 10:00 A.M.

APPEARANCES OF COUNSEL :

On behalf of Appellant:
Louis L. Ligon III, Pro Se

On behalf of Appellee:
G. Lee Welborn, Attorney at Law

Reported By:
Gruber Court Reporting
2839 Greenwillow Drive
Atlanta, Georgia 30345

THE CLERK: I call A01A2417, Louis L. Ligon III versus Larry G. Bartis, Mr. Louis L. Ligon III, pro se, for the Appellant, Mr. George Lee Welborn for the Appellee.

MR. JOHNSON: Carry on.

MR. LIGON: Good morning, Your Honors. For the record, my name is Louis L. Ligon III. This case is concerning a personal injury case that had arisen out of a motor vehicle accident, a not-at-fault accident that occurred on February 27th, 1996.

I was lawfully stopped to make a left-hand turn and was violently and recklessly struck from behind by the Defendant, Larry G. Bartis. Liability has been totally undisputed by the defense counsel. A direct result of gross negligence and careless actions by the Defendant has left me with disabling injuries, permanent injuries, numbness in my legs. I have lumbar and cervical spinal injuries, ligament damage, lumbar radiculopathy that has been verified by EMG nerve root testing.

I have probably 5 percent feeling in my legs and feet as I stand before you, total numbness with well-documented nerve damage caused by the accident, carpal tunnel syndrome in both hands with extreme numbness.

I suffer here before you almost six years later with chronic daily pain. Sometimes it's very hard to smile, but I continue to. I have extreme electrocution sensations that run down my legs and my hands and part of my feet. I have even lost part of my vision in my right eye due to optic neuropathy caused by the

nerve damage that has been done to my neck.

I was approved for Social Security total disability benefits in 13 months, which is unprecedented in itself. I have now over 23 doctors' medical records, over $65,000.00 in medical bills. And yet none of the records has ever been out of the box for review by ANY court.

This is due to the fraudulent actions by my previous attorneys. I refer the Court to the records of my Affidavit of Medical Records and Treating Physicians, appeal pages 176 to 222, as well as my Affidavit of Cost of Medical Care, also appeal pages 176 to 222. My costs are now in excess of $65,000.00. I continue to be treated on a weekly basis.

I've had to declare bankruptcy at an earlier stage. And then on December 23rd, 1998, my two previous attorneys, James Farris and William Aynes, fraudulently and **without my knowledge, consent, or authorization** attempted to settle my personal injury case, file number 97-C-69901 in Gwinnett County State Court.

After just learning of the fraudulent actions, settlement actions, on January 25th, 1999, I immediately terminated my attorneys for failure to follow my specific directions and instructions and for fraud. The **attorney-client contract** that I signed, that my attorney and I had a meeting of the minds about in putting it on paper, **clearly stated** that the **attorney will not settle the client's litigation without the client's consent**. That is the contract that I signed in this state.

It seems that the previous rulings by the Georgia courts have **totally disregarded all contract law** and **have let attorneys settle without their clients' knowledge or consent**. The residents, the good citizens of this state, are totally outraged. Everybody I tell this to is shocked and outraged not only that this has happened to me but just as importantly, that it could happen to them, their mothers, their fathers, their children, their neighbors, today as we speak.

The instant that they put their signature on an attorney contract, they unknowingly and without any proper disclosure from their attorney have alledgedly relinquished all agency powers to the attorney, and **given up all of their Constitutional rights.** And then the **attorney at a whim can settle** that client's case **without the client's consenting** to it.

The residents of the state of Georgia have no recourse under the current law other than to try to attempt to sue their own attorney. The **citizen's rights to due process** and **equal protection under our law** and their right, their God-given right to decide when and if to settle their own litigation, is **totally stripped** from them **without** their knowledge. These fraudulent settlement actions that have been forced upon me leaves me in dire financial straits. I'm a single father of two sons, still disabled, medically documented, unable to go work a 40-hour week.

These are all a direct result of the injuries that I sustained from the accident of February 27th, 1996. In fact, the amount of this alledged settlement is not even a sufficient amount to pay my medical bills,

needless to say of the pain and suffering, the loss of my physical capabilities that I'm faced with for the rest of my life.

I'm left with over $18,000.00 just in unpaid medical bills that I guess I'll have to go pay for myself somehow, not to mention future medical bills and the fact that I suffer every day with chronic pain.

Yet, my two previous attorneys, James Farris and William Aynes, attempt to walk away with $7600.00, a third contingency fee, in fraudulent legal fees after settling my litigation **without my consent, without my authority, and most importantly, without my knowledge**.

Just as important is the fact that the liability has been undisputed. The person that hit me, yes, it was an accident. It wasn't done intentionally, but it certainly was his fault. There was $1,000,000 (1 million) of liability coverage available, and yet I stand before you buried, thrown under a bridge, having to pay my own medical bills.

Not only has the injuries I physically sustained been very, very difficult to live with, to keep up daily, but the pain that has been inflicted upon me by this man, G. Lee Welborn, the puppet and defense attorney and Auto-Owners Insurance Company, the man that's pulling the strings for their puppet here, it is an absolute outrage that I'm left devastated with **no recourse in our own state laws**.

Let's take just a moment and examine the foundation of the Georgia court's previous rulings of apparent plenary powers. The Georgia courts back in

1983 have relied—the foundation of their **hidden** plenary powers ruling is Brumbelow versus Northern Propane Gas , 308 Southeat 2nd, 544 in stating that my previous attorneys had apparent authority to **settle my** personal injury **case without my knowledge, consent, or authority.** This case law is not valid as this is a fraud that has been perpetrated upon me.

The main case law relied on by the Georgia courts for its rule of alledged apparent authority actually involved the special equity of detrimental reliance by the other party, General Communications Service versus Georgia Public Service Commission, 244 Georgia 855: also Stone Mountain Association versus Smith, 117 Georgia 515.

Other cited cases for the Brumbelow ruling were Glazier versus J. C. Bradford and Company, 616 Federal 2nd 167. This case is where the party **asked his lawyer** to settle his case and placed absolutely no limitations on his authority, totally different than my situation. Also Brumbelow is based on Davis versus Davis, 245 Georgia 233.

In Glacier, the federal courts also relied upon Davis versus Davis. Davis relied upon Shepherd versus Carlton's Nice Cars, 149 Georgia Appellate 749. Shepherd then had based its broad apparent authority statement upon Dean versus Jackson, 219 Georgia 552, which really involved only a stipulation as to the attorney's management and direction of his client's case, as authorized by OCGA 15-19-5.

The Code of Georgia 15-19-5 concerns the

attorney's authority to bind his client. This statute historically refers to the conduct and management of the case and **does not imply in any way** that the attorney has authority to dispose of his client's case, especially in spite of his own client's instructions.

The mere act of hiring an attorney in this state **does not imply to anyone that the attorney has authority to settle his client's case.** If the unaware residents of this state were told and made aware that they could do so, they would be outraged and would be shocked.

None of the authorities that were cited nor none that were found gave express restrictions that the attorney had authority to settle. To **the contrary**, they all show it to be unneccessary and redundant to require a client to place express restrictions on his attorney's authority, because mere retention of an attorney **does not** give authority to compromise his client's claims. And that is why the attorney does **not** have hidden apparent plenary powers.

It's been well settled in the courts across this land, in hiring an attorney, who is merely an agent of the client, and is bestowed only with the authority the client **voluntarily** grants him, Title 28, U.S. Code 1654; also Foretta versus California, 422 at U.S. 806.

I bring to this courts attention the Affidavit of Truth and the Affidavit of Louis Ligon that has been filed into the records, there again, appeal pages 176 to 222.

Mr. Farris and Mr. Aynes, my prior attorneys, with complete gross negligence, breach of contract, and

breach of their own fiduciary duties, completely failed to protect my legal rights as they knowingly attempted to defraud me out of even my **Jury Trial that I'm guaranteed according to** our own **State** and **Federal Constitutions.** This is a **direct violation of Public Law 1861, Chapter 33,** also codified in **Title 42 at 1985.**

As far as our own state constitution, which is the law of this state, it clearly states, "No person shall be deprived of life, liberty, or property without due process of law," Georgia State Constitution, Article I, Bill of Rights, Section I, Paragraph I. "Protection to person or property is the paramount duty of government and shall be impartial and complete. No person shall be denied the equal protection of the laws," Georgia State Constitution, again, Article I.

"All persons born or naturalized in the United States and subject to the jurisdiction thereof are citizens of the United States and the state where they reside. **No state shall pass any law** which shall abridge the privileges or immunities of their citizens. **Nor shall any state deprive** any person of life, liberty, or property, **including a right to a jury trial of their peers**, without due process of law nor deny any person within its jurisdiction the equal protection of the laws," **United States Constitution, Article XIV**.

The **Constitution of the United States** is concerned and extends its protection to **contracts** where the parties have a vested interest, any contract within the letter of the Constitution and also within the spirit of the Constitution, the obligation of which cannot be

impaired without violating the Constitution of these great United States. The Constitution has also imposed an additional limitation, that **the legislature of any state** shall pass **no law impairing the obligation of the contract**.

In closing, **I stand** before this honorable court **with** the **Georgia State Constitution** and the **Constitution of the United States at my side.** As stated by the late Honorable William O. Douglas, 1898 to 1980, United States Supreme Court Justice, "The **Fifth Amendment** is an old frien and a good friend. It is one of the great landmarks in man's struggling to be free of tyranny, to be decent and civilized."

I stand before this court, and I certainly thank you for your time and for your expertise and your wisdom in righting this situation so that the laws of this state are there for what they're supposed to be there for, to protect the innocent public, the citizens of this state, not to manipulate and twist the law to leave innocent victims left financially devastated by their **own** attorneys.

I thank you very much.

MR. JOHNSON: Mr. Welborn.

MR. WELBORN: May it please the court, my name is Lee Welborn, and I represent the Defendant, Larry Bartis.

As this court knows, this is not the first time this case has been heard and these issues considered before this court. This court had these same facts the last time this issue was presented. And the critical facts, despite how many appeals, will always remain

the same: that on December 23rd, 1998, the Plaintiff Louis Ligon's attorney, after protracted negotiations, agreed to accept the $23,750.00 offer that I conveyed on behalf of my Defendant, Larry Bartis.

That offer was accepted. And I would like to remind this Court and Mr. Ligon of the facts that he set forth in the last appeal on this very same issue. Mr. Ligon asserted that when his attorney, Mr. Farris, told him of the settlement offer and terms, he said his respones was, " I don't know." "What else is there to do?"

But Mr. Ligon in his own pleadings that he's previously filed in a prior appeal before this Court admits before the settlement occurred, he knew the terms, he knew the amount. And there's no dispute that the money was accepted by his attorney.

As I do in virtually every case, I confirmed that in a letter to the Plaintiff's attorney, just saying this will confirm our settlement of this case. And Mr. Farris, his attorney, confirmed by way of affidavit after Mr. Ligon refused to sign the check that he indeed accepted the offer.

This case has been through more appeals than virtually any other case I've ever had. This court affirmed the decision of Judge Mock, entering judgment in the amount of the settlement on March 9th of 2000. September 28, 2000, the Georgia Supreme Court denied a Petition for Writ of Certiorari by Mr. Ligon.

The Georgia Supreme Court denied his Motion for Reconsideration. Mr. Ligon then petitioned for cert to

the U. S. Supreme Court, and that petition was denied May 14th, 2001.

As I stated in my previous brief to this court on this issue when this case was decided before, if there's not a frivolous appeal penalty assessed against Mr. Ligon for continuously raising issues without good basis in law, there will be more appeals. And in fact there have been more appeals. And I expect until there is some sort of direction by a court about the nature of his appeal and that it does not have good standing under law, he will continue the appeal process.

In this court this court has the ability under Court of Appeals rule 15-B and 15-C to impose a frivolous appeal penalty. The reason why I would request it is not that I'm trivializing Mr. Ligon's experience. I am not. I recognize that he was in a rear-end collision. I contend it was a plain vanilla, low speed, low impact, not a lot of damage collision. That's not the issue before the court. That issue has already been decided in the settlement.

What I am asserting to Mr. Ligon is the case law this court so aptly cited in the last opinion that it issued. **Under Georgia law a private attorney of record has apparent authority to enter into an agreement on behalf of his client, and the agreement is enforceable against the client by other settling parties.** That's the City of Atlanta versus Black case.

That case is just as applicable today as it was the last time he appealed it to this court. What Mr. Ligon

needs to recognize and what all these citations don't change is that **the law of Georgia is an attorney can settle a case.** And under the terms of the contract that Mr. Ligon had with his attorney, that was done. It's undisputed. It's been appealed exhaustively.

This appeal should end at this stage. I appreciate the Court's consideration, and I look forward to your decision. And hopefully at this juncture Mr. Ligon will recognize this case is over. It's been settled and appealed. Thank you.

MR. JOHNSON: Thank you.

(hearing concluded)

"APPENDIX (V)"

CONTRACT OF EMPLOYMENT

I, Louis L. Ligon III, hereby employ William I. Aynes and James N. Farris as attorney to represent me in my claim for damages v. Larry G. Bartis, as a result of damages sustained by me on the 27th day of February, 1996.

I agree to give my attorney a sum equivalent to: 32% if no suit filed/32% if suit filed/35% if appealed of any sum that may be recovered as a fee, the same to be deducted from such recovery.

NO SETTLEMENT IS TO BE MADE WITHOUT MY CONSENT. I further agree to pay for all expenses incurred.

I understand that I may dismiss my attorney at anytime, for any reason, upon written notice to him and payment of unpaid expenses and services rendered by him to the date of the receipt of such notice; payment to be based upon time devoted to my case at an hourly rate of $150.00 per hour, or the applicable percentage of fee due said attorney, under the terms of this agreement, of any offers which have been made by an adversary or collateral party, whichever is greater. This 6th day of November, 1997.

/S/ Louis L. Ligon III
11/6/1997

Accepted on the above date and terms:
/S/William I. Aynes /S/James N. Farris , 11/6/1997